

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
EMPLOYEES, LOCAL 17
DEPARTMENT OF PUBLIC HEALTH
MASTER AGREEMENT
REPRESENTING EMPLOYEES IN
THE DEPARTMENT OF COMMUNITY AND HUMAN SERVICES

The parties, King County (hereinafter the County) and International Federation of Professional and Technical Engineers, Local 17 (hereinafter the Union) agree that the collective bargaining agreement between the parties covering employees represented by the Union and employed by the Department of Public Health, Seattle and King County, shall be the agreement covering employees occupying the classification of Involuntary Commitment Supervisor represented by the Union and employed in the Department of Community and Human Services. All of the terms and conditions of the Public Health agreement will apply to Involuntary Commitment Supervisors in the Department of Community and Human Services, except as set forth in this Memorandum of Agreement. In those provisions of the Public Health agreement that do apply to Community and Human Services Involuntary Commitment Supervisors, the terms "Department" or "Health Department" shall be construed to also mean Department of Community and Human Services.

PART A. EXCEPTIONS

The following provisions of the collective bargaining agreement in effect between the Union and County covering employee in the Department of Public Health, Seattle and King County, do not apply to Involuntary Commitment Supervisor employees of the Department of Community and Human Services.

ARTICLE 1: RECOGNITION AND BARGAINING UNITS

*International Federation of Professional and Technical Engineers, Local 17 - Department of Public Health
January 1, 2002 through December 31, 2004*

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Section 2. Work Outside of Classification – Environmental Health Professional and Technical Employees, Information System Professionals and Emergency Medical Services bargaining unit members (Overtime Eligible).

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Section 7. Rotation of Work Outside of Classification and Lead Work.

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Section 2.

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Section 2. Compensation for Sick Leave Absence.

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ARTICLE 18: HOURS OF WORK AND OVERTIME

Section 1. Work Week.

Section 2. Alternative Work Schedules.

Section 4. Temporary Schedule Changes.

Section 5. Overtime.

Section 6. Overtime Work Assignment.

Section 7. Overtime Payment.

Section 8. Compensatory Time Off.

Section 11. Meal Reimbursement.

Section 12. Standby Duty.

Section 13. Emergency Call Back.

ARTICLE 19: TRANSFER, VOLUNTARY REDUCTION, LAYOFF AND SERVICE CREDIT

Section 1. Transfer (A and B).

ARTICLE 23: LABOR-MANAGEMENT TRAINING AND CONFERENCE COMMITTEE

Section 3. Training.

PART B. MODIFICATIONS

The following provisions supersede collective bargaining agreement provisions in effect between the Union and County covering employee in the Department of Public Health, Seattle and King County apply only to Involuntary Commitment Supervisor employees of the Department of Community and Human Services.

ARTICLE 2: MANAGEMENT RIGHTS

Section 4. Health Services Delivery. Delivery of health and mental health

services in the most efficient, effective, and courteous manner is of paramount importance to the Department of Community and Human Services and, as such, maximized productivity is recognized to be an obligation of the parties to this Agreement. In order to achieve this goal, the parties hereby recognize the Employer's and the Department's right to determine the methods, processes, and means of providing health services, the right to increase or diminish operations, in whole or in part, the right to increase, diminish or change equipment, including the introduction of any and all new, improved, or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit.

ARTICLE 8: PROBATIONARY PERIOD

Section 1. Definitions. The following shall define terms used in this Article:

Initial Probationary Period: A six (6)-month trial period of employment following an initial regular appointment from an eligible register to a career service position.

Probation Period/Promoted Employee: All employees who are promoted serve a six (6)-month probationary period from the date of promotion.

Regular Appointment: The appointment of a certified eligible individual or the assignment of an employee to another classification contained within the same base class.

Regular Employee: An employee who has successfully completed an initial six (6)-month probationary period and has had no subsequent break in service as occasioned by, resignation, discharge for just cause, or retirement.

Section 2. Probationary Period/Status of Employee. Employees who are hired for career service positions from an eligible register shall serve a probationary period of six (6) months, at which time they shall become regularly appointed employees.

Occasional absences due to illness, vacations, and military leaves shall not result in an extension of the probationary period, but upon approval of DES or designee, an employee's probationary period may be extended so as to include the equivalent of a full six (6) months of actual service where there are numerous absences.

A. The probationary period shall provide the Department of Community

and Human Services with the opportunity to observe a new employee's work, to train and aid the new employee in adjustment to the position, and to terminate any employee whose work performance fails to meet the required standards.

B. An employee shall become regular after having completed the probationary period unless the individual is dismissed under provisions of Section 3 below.

C. An employee's initial probationary period may be extended up to six (6) additional months by written mutual agreement between the Department of Community and Human Services, the employee, and the Union, subject to approval by the DES or designee prior to the expiration of the initial six (6)-month probationary period.

Section 3. Probationary Period/Dismissal. An employee may be dismissed during the initial probationary period after having been given written notice, with copies provided to DES, Human Resources Division, Labor Relations Manager and a copy sent to Union.

An employee dismissed during the initial probationary period shall not have the right to appeal the dismissal. The employee shall not be entitled to reinstatement.

Section 4. Probationary Period/Promotion. A regular employee who is promoted from an eligible register to a position in a higher-paid classification shall serve a six (6)-month probation period.

A. The probationary period shall provide the Department of Community and Human Services with the opportunity to observe the employee's work and to train and aid the employee in adjustment to the position.

B. An employee who has been promoted from one classification in a County department to another classification in the Department of Community and Human Services and who fails to satisfactorily complete the probation period shall be given fifteen (15) calendar days written notice prior to being returned to his/her former classification subject to any applicable County personnel rules or collective bargaining agreement provisions.

C. An employee's probation period may be extended up to three (3) additional months by written mutual agreement between the Department of Community

and Human Services, the employee, and the Union, prior to expiration of the initial six (6)-month probationary period.

D. Employees who fail probation and are returned to their previous classification during probationary period shall not have the right to appeal the reversion to the previously held classification.

ARTICLE 11: ANNUAL VACATION

Section 2. Annual vacations with pay shall be granted to eligible Community and Human Services Department employees pursuant to King County Code 3.12.90 computed as shown in the table below:

Full Years of Service		Maximum Total Days
Upon hire through end of Year	5	12
Upon beginning of Year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year	26 and beyond	30

ARTICLE 12: HOLIDAYS

Section 1. Employees covered by this Labor Agreement shall be eligible for holidays with pay as provided by King County Code 3.12.230, as amended.

ARTICLE 13: SICK LEAVE, INDUSTRIAL INJURY, BEREAVEMENT/FUNERAL LEAVE, AND LEAVES OF ABSENCE

Section 2. Compensation for Sick Leave Absence. Compensation for the first four (4) days of absence shall be paid upon approval of the Department of Community

and Human Services Director or designee. In order to receive compensation for such absence, employees shall make themselves available for such reasonable investigation, medical or otherwise, as the Department of Community and Human Services Director or designee shall see fit to have made. The employee shall obtain health care treatment or take other reasonable precautions as necessary to hasten recovery and provide for an early return to duty.

ARTICLE 18: HOURS OF WORK AND OVERTIME

Section 1. Work Week.

A. All full-time employees allocated into an FLSA-exempt position shall have a core work schedule of forty (40) hours per week effective upon implementation of this Agreement.

B. Call Rotation. Every third week, employees are responsible for taking calls after hours and on the weekend. During call rotation, core work hours are 8 a.m. to 4:30 pm Monday through Friday.

Section 14. FLSA Exempt Employees Provision. Employees are eligible to receive Executive Leave pursuant to the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees (Executive Policy PER 8-1-1).

ARTICLE 23: LABOR-MANAGEMENT TRAINING AND CONFERENCE COMMITTEE

Section 3. Training

A. The County recognizes the mutual benefit to be attained by affording training opportunities to employees and shall provide information and access to training opportunities for its employees, within budgeted appropriations. The training opportunities shall be guided by, but not limited to, the overall objectives of encouraging and motivating employees to improve their personal capabilities in performance of specific tasks. Employees shall have equal access to training opportunities and five (5)

days of training per year will be provided.

PART C. SPECIAL PROVISIONS

The following provisions apply only to Involuntary Commitment Supervisor employees of the Department of Community and Human Services.

C.1. IMPLEMENTATION OF PROFESSIONAL AND TECHNICAL CLASSIFICATION AND COMPENSATION PROJECT

Section C.1.1. Effective Date of Pay Adjustments. The pay adjustments associated with implementing the new classification specifications and pay range set forth in attached Appendix A shall be effective as follows:

A. The effective date of adjustments to the new pay range and classification specification shall be made effective the date of representation (August 19, 2002).

B. The effective date of adjustments to the new pay range and classification specification for all employees who hire into the bargaining unit after August 19, 2002 shall be their date of hire.

C. All non-probationary employees shall progress one (1) step on the Squared 10 step wage schedule on January 1 of each year.

Section C.1.2. New King County Pay Range. The parties agree that the newly adopted classification shall be compensated at the established pay range negotiated by and between the parties as listed in Appendix A to this Agreement. The pay range provides compensation for all duties. To the extent an individual previously received premium pay or special duty pay for the performance of duties which are included in the new classification, such duties are fully compensated by the range identified in Appendix A and no additional premium or special duty pay will be provided for the performance of such duties.

Employees are allocated to positions that are exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") and shall be paid rates on the "10 Step FLSA-Exempt Squared Salary Schedule."

Section C.1.3. Step Placement. Upon implementation of the Agreement, employees shall be placed on the new pay range as follows:

A. Employees shall be placed on the applicable step on the squared salary schedule for FLSA-exempt employees that does not constitute a decrease over their current annualized base salary.

B. Employees placed on the squared salary schedule will progress to their former step assignment on the newly established pay range.

C. Following implementation of the new range, employees shall progress one step (on the County Ten Step Squared Salary Table) on January 1 and move on through the pay range assigned to their classification specification until they reach the top step of their pay range. Following enactment of the ordinance approving this Agreement, employees will receive their annual step increase automatically on January 1 of each year.

Section C.1.4. Merit Pay Plan Eligibility. Employees who were eligible for merit pay step increases pursuant to the King County Merit Pay Plan prior to their placement on a new pay range shall not retain their eligibility for merit pay step increases pursuant to the merit plan. Employees whose new base rate is less than the total of their old base rate and merit pay will be frozen at their old base rate plus merit pay until such time as the pay rates associated with their placement on the new pay range meet or exceed their frozen rate of pay. During this period of freezing, employees shall not be eligible for merit increases, cost of living increases, and/or any other wage adjustments.

Section C.1.5. Salary Y-rating (Freezing). Except as otherwise provided in Section C.1.4 of this Agreement, employees whose current base rate of pay exceeds the top step of the new range bargained for their classification shall be y-rated at their current base rate of pay until such time as the pay rates associated with their classification exceed their current rate of pay. During this period of y-rating, employees shall not be eligible for merit increases, cost of living increases, and/or any other wage adjustments.

Section C.1.6. Retroactive Pay Adjustment. A list of employees and the specific amount of retroactive payment due each employee will be provided to the union. This sum will represent the full and final settlement of all claims related to classification

and/or compensation issues, including but not limited to working-out-of-class, special duty, acting pay, FLSA designation, overtime compensation, and any other pay related to classification or any claims for classification adjustment from August 19, 2002 forward. Any compensation received for work out-of-class, special duty, acting pay, or other pay related to classification will not be retroactively recalculated based upon the new wage rates.

The data in employee retroactive pay calculations are based on pay and allocation data. The parties understand that mutual agreement must be reached on this data, subject to the provisions of this Agreement. The Union will have thirty calendar days subsequent to receiving retroactive pay calculations to submit disputes. The parties understand that these amounts were based upon data available at the time of calculation, are final determinations, and are not subject to further review.

The following general formula was applied to the available payroll data: The difference between former actual base rate(s)¹ and new adjusted base rate for eligible employees as set forth in Section C.1.3. of this Article for all compensable hours from August 19, 2002 until the date of implementation.

The amount of any working out-of-class, special duty, or related pay that employees received in recognition of the pendency of the Classification/Compensation Project, including an adjustment to employees' base rates of pay, shall be deducted from any retroactive compensation paid under the provisions of this Agreement. If employees' base rates were adjusted in anticipation of the Classification/Compensation Project, retroactive compensation shall be based upon the unadjusted base rate of pay (i.e. no merit, special duty, out of class).

This retroactive pay adjustment shall only be provided to those bargaining unit employees whose salaries have not been y-rated or frozen.

Section C.1.6. Reconciliation of Work Schedules and Pay Involving FLSA-Exempt Employees.

¹ Former actual base rate of pay includes COLA for that year regardless of when COLA was applied during that year and implemented retroactively; but excludes merit, special duty, acting, out-of-class, lead, and other types of premium pay.

A. Core Work Schedule. All full-time employees allocated into an FLSA-exempt position shall have a core work schedule of forty (40) hours per week effective upon implementation of this Agreement.

B. Vacation and Sick Leave Accrual Adjustments. Pursuant to KCC 3.12.125, regular and term-limited temporary employees whose core hours are increasing from thirty-five (35) hours to forty (40) hours shall have their vacation and sick leave balances adjusted upward so as to insure that the equivalent number of sick leave and vacation leave days accrued does not change. This provision is effective prospectively upon implementation of the Agreement and does not apply to employees whose employment has terminated prior to that time.

C. Part-Time FLSA-Exempt Employees. FLSA-exempt regular employees working less than full-time shall be paid on a salaried basis based on their regular core work schedule, as a percentage of full-time. Leave benefits shall accrue and be used on that percentage basis.

Section C.1.6. Normal Withholding. All payments made pursuant to this Agreement shall be subject to regular and legally required withholding.

The retroactive payments made pursuant to this agreement are subject to deductions for purposes of the Public Employment Retirement System (PERS). King County shall be responsible to the Department of Retirement Systems (DRS) for payment of PERS contributions. Each individual shall be responsible to King County for repayment of the employee's share of his or her PERS contribution. Each individual shall have the PERS employee obligation deducted from the retroactive payment check.

Section C.1.7. Implementation Schedule. The parties agree to devise a realistic timetable for implementing the Classification/Compensation Project allocations and pay range set forth in this Agreement.

Section C.1.8. Implementation Dividend. Leave-eligible employees employed at the time the ordinance approving this Agreement is enacted will receive a one (1) -time only addition of seven (7) days of paid leave. This leave must be utilized by December 31, 2004. In no event shall any of this leave be carried over into subsequent calendar years or cashed out. This leave is not considered in determining the maximum amount of vacation leave an individual is allowed to accrue. This leave must be utilized first prior

to the use of vacation and executive leaves. This provision supersedes any previously agreed to Executive Leave guarantee including the Classification and Compensation Agreement.

Section C.1.9. Waiver and Complete Agreement. The parties agree and acknowledge that each has had the opportunity to fully exercise its rights under the law and to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining regarding the implementation of the classification and/or compensation Project allocations and pay ranges. The results of the exercise of those rights and opportunity are set forth in this Agreement. Further, both parties agree that this Agreement represents a complete settlement which fully and finally resolves all of their differences related to Classification/Compensation issues, including but not limited to working out-of-class, special duty, acting pay, FLSA designation, overtime compensation, and any other pay related to classification or any claims for classification adjustment from date of representation August 19, 2002 forward. Therefore, the County and the Union, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement and the Union agrees that this Agreement represents the full and entire agreement between the parties on classification and compensation matters.

PART D. DURATION OF THIS AGREEMENT

The parties agree that this Memorandum of Agreement shall cover the time period of August 19, 2002 through December 31, 2004.

APPROVED this _____ day of _____, 2003

By _____
King County Executive

INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 17

Adrienne Thompson, Union Representative

Date